

**TRAILER TRAIN
COMPANY**

101 NORTH WACKER DRIVE · CHICAGO, ILLINOIS 60606
(312) 853-3223

DIRECT LINE: (312) 984-3821

THOMAS D. MARION
TREASURER

December 15, 1988

VIA FEDERAL EXPRESS

Honorable Noretta R. McGee
Secretary
Interstate Commerce Commission
12th & Constitutional Avenue, N.W.
Room 2303
Washington, DC 20423

INTERSTATE COMMERCE COMMISSION

DEC 16 1988 12-45 PM
RECORDATION NO. 9994-B
FEB 1425

Dear Ms. McGee:

Submitted herewith for filing and recording under 49 U.S.C.,
Section 11303(a) and the regulations promulgated thereunder are
three (3) fully executed documents as follows:

Supplemental Agreement No. 1 dated as of December 8,
1988, a secondary document supplementing the Conditional
Sale Agreement dated as of December 1, 1978.

Parties to this transaction are as follows:

Trailer Train Company (Vendee)
101 North Wacker Drive
Chicago, Illinois 60606

Mercantile-Safe Deposit & Trust Co. (Vendor)
Two Hopkins Plaza
Baltimore, Maryland 21203

The general description of the equipment is as follows:

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Units</u>	<u>Marked*</u>	<u>Numbered</u>
single-platform front runner flatcar	FC	2	TTUX	130365-130366
five-unit articulated container well car (100-ton)	FC	5	DTTX	61500, 61501 61505, 61508 61511

- * All units will have marked on each side the following
legend, "Ownership Subject to a Security Agreement Filed
with the Interstate Commerce Commission".

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Enclosed is our check in the amount of \$13.00 to cover filing fees.

Prior recordations pertaining to this Supplemental Agreement No. 1 being recorded are as follows:

- (1) Conditional Sale Agreement dated December 1, 1978, recorded on January 3, 1979, at 3:00 PM, recordation number 9994.
- (2) Amendment Agreement dated January 15, 1979, recorded on February 2, 1979, at 1:00 PM, recordation number 9994-A.

As short summary of this Supplemental Agreement No. 1 to appear in the Index is as follows:

"Supplemental Agreement No. 1 to the Conditional Sale Agreement dated December 8, 1988, substituting 2 single-platform front runner flatcars numbered 130365-130366 (inclusive) and 5 five-unit articulated container well cars numbered 61500, 61501, 61505, 61508, and 61511."

Once the filing has been made, please retain one copy and return the remaining stamped counterparts to me via certified mail.

Very truly yours,



TDM/ald
Enclosures

P.S. Ms. Mildred Lee - Please call Dean Holmes at 312/984-3747 as soon as this agreement is recorded advising him of the recordation number, date and time. Thank you very much.

DEC 16 1988 12 - A 5 PM

RECORDATION NO. 9994-5 FILE 1425

SUPPLEMENTAL AGREEMENT NO. 1 dated as of December 8, 1988, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (hereinafter called the "Vendor"), and TRAILER TRAIN COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Vendee").

WHEREAS, the Vendor and the Vendee have entered into a Conditional Sale Agreement dated as of December 1, 1978, (hereinafter called the "CSA"), which was recorded with the Interstate Commerce Commission on January 3, 1979, pursuant to 49 U.S.C. 11303, providing for the financing of certain equipment as set forth therein;

WHEREAS, in compliance with Article 8 of the CSA, funds were deposited by the Vendee with the Vendor for the equipment described in Schedule A attached hereto previously declared destroyed by the Vendee (said destroyed equipment hereinafter called "Destroyed Equipment"); and

WHEREAS, the Vendee desires to have the funds so deposited used to purchase the equipment described in Schedule B attached hereto (hereinafter called "Substituted Equipment") as provided in Article 8 of the CSA.

NOW, THEREFORE, THIS SUPPLEMENTAL AGREEMENT NO. 1 WITNESSETH:

Title to the Destroyed Equipment is hereby assigned and transferred to the Vendee by the Vendor and is no longer subject to the terms and conditions of the CSA.

The Substituted Equipment is hereby subject to the terms and conditions of the CSA.

Except as herein amended, the CSA remains in full force and effect.

The Vendee will cause this Supplemental Agreement No. 1 to be recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303.

This Supplemental Agreement No. 1 will be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Vendor and the Vendee, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, duly attested, as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY

ATTEST:


A. J. Barton
CORPORATE TRUST OFFICER

By:

R. E. Ehlman
VICE PRESIDENT

TRAILER TRAIN COMPANY

ATTEST:


A. J. Barton
Assistant Secretary

By:

T. B. Maroon
Treasurer

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this ^{13th} day of *December*, 1988, before me personally appeared *R. E. Schreiber*, to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(NOTARIAL SEAL)

Patricia A. Conn
Notary Public

MY COMMISSION EXPIRES JULY 1, 1990

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this ^{14TH} day of *December*, 1988, before me personally appeared *Thomas D. Marion*, to me personally known, who, being by me duly sworn, says that he is the Treasurer of TRAILER TRAIN COMPANY, that one of seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John G. Rainsford
Notary Public

(NOTARIAL SEAL)
"OFFICIAL SEAL"
John G. Rainsford
Notary Public, State of Illinois
My Commission Expires 10/1/90

SCHEDULE B

CONDITIONAL SALES AGREEMENT, DATED AS OF 12/01/78
SUBSTITUTED EQUIPMENT

BUILDER /CAR TYPE	CAR NUMBER	CAR INITIAL	ORIGINAL COST	(A) MONTH / YEAR FIRST PUT INTO USE	(B) DATE OF TRANSFER TO TRUSTEE	# YEARS USE FROM (A) TO (B)	"VALUE" **
THRALL CAR MANUFACTURING COMPANY:	61500	DTTX	141,117.00	04/84	01/03/89	4	\$103,485.80
FIVE-UNIT ARTICULATED CONTAINER	61501	DTTX	141,117.00	03/84	01/03/89	4	103,485.80
WELL CARS EQUIPPED WITH	61505	DTTX	139,124.00	02/85	01/03/89	3	111,299.20
INTERBOX CONNECTORS AND 100-TON	61508	DTTX	139,124.00	02/85	01/03/89	3	111,299.20
TRUCKS	61511	DTTX	139,124.00	02/85	01/03/89	3	111,299.20
HYUNDAI PRECISION & IND. CO., LTD:	130365	TTUX	25,647.00	09/87	01/03/89	1	23,937.20
50', 70-TON CAPACITY,	130366	TTUX	25,647.00	08/87	01/03/89	1	23,937.20
SINGLE-PLATFORM FRONT RUNNER							
FLATCAR EQUIPPED WITH ONE							
CUSHIONED HITCH							<u>\$588,743.60</u>

** VALUE = ORIGINAL COST - (#YEARS/15 X ORIGINAL COST)